

EXHIBIT C

December 20, 2003

**VIA FACSIMILE AND
FEDERAL EXPRESS**

Board of Directors
The Pointe Group
Healthcare and Senior Living
615 Heath Street
Chestnut Hill, MA 02467
Attention: Gerry Freid

Re: Engagement of Casas, Benjamin & White, LLC ("CBW")

Dear Mr Freid:

Pursuant to Section 2 of the engagement letter (the "Engagement"), dated as of September 4, 2003 by and between The Pointe Group Healthcare & Senior Living ("PGHS") and Casas, Benjamin & White, LLC ("CBW"), PGHS and CBW desire to amend the Engagement as follows:

The initial Restructuring Services Fee Retainer has been exhausted as of the date hereof, and PGHS hereby agrees to replenish the Restructuring Services Fee Retainer in the amount of \$50,000 payable in 5 weekly installments of \$10,000 each.

CBW agrees to continue the Engagement and complete the revised scope of Restructuring Services outlined in Schedule 1 attached hereto.

All other terms and conditions outlined in the Engagement shall remain in place in accordance with the terms of the Engagement.

This agreement may only be modified, amended or waived by a writing signed by the parties hereto.

If the terms of this amendment are satisfactory, kindly sign the enclosed copy of this letter.

Very truly yours,

CASAS, BENJAMIN & WHITE,
LLC

By: Kelley W. White
Kelley W. White
Managing Director

Accepted, acknowledged and agreed to:

THE POINTE GROUP HEALTHCARE
& SENIOR LIVING

By: Deirdre Frey

Title: _____

Date: 1/14/2004

Schedule 1

The Pointe Group

Timeline